

General Terms and Conditions

General purchasing conditions

A. General

1. Offers are submitted free of charge for us and correspond to our requests. Alternative offers are desired; however, these must be clearly indicated and explained as such.
2. With regard to our orders, only the following general purchasing conditions apply, unless other individual variations have been expressly agreed. Terms and conditions of the contractor shall be hereby expressly objected to.
3. Our purchasing conditions shall also apply, in the event that we, being aware of differing terms and conditions, accept deliveries and services without reservation.
4. Supplements or changes to our orders shall only be binding if these have been issued or confirmed by us in writing.
5. Rights and obligations resulting from this order may not be transferred to any third party without our consent. This shall not apply to the advance assignment of the outstanding purchase price within the framework of an extended retention of title.

B. Prices

1. Prices are fixed prices plus Value Added Tax and shall apply free to destination, unless otherwise expressly agreed.
2. If the price is ex works, information with regard to transport costs and completion date must be reported to us in good time.
3. Packaging costs shall only be remunerated pursuant to a separate agreement and shall be credited in the event of return of packaging freight paid.

C. Delivery time

1. The delivery times or dates stated in our order shall be binding and shall include delivery to the place of destination.
2. In the event of delays for which the contractor is responsible, we shall be entitled, at our option, after sending a reminder, to demand either later delivery, compensation for damages for non-performance or to withdraw from the contract.
3. In the event of delays for which the contractor is not responsible (e.g. strikes, breakdowns, force majeure), we shall be entitled to withdraw from the contract following a reasonable period of grace, if the delivery or service is of no interest to us as a result of the delay.
4. Contractually agreed penalties shall be due even if these have not been expressly reserved upon acceptance.
5. We must be informed immediately in writing of any anticipated delays in delivery stating the reasons for the delay.
6. Advance deliveries, deliveries outside the goods receipt times as well as partial or excess deliveries, require our prior agreement.

D. Shipment

1. Unless otherwise specified, all deliveries shall be made to our address:

Franken Apparatebau GmbH
Dorstener Straße 121
46145 Oberhausen.
2. A delivery or packing note must be included with all consignments.
3. The shipping documents must contain the following information: article description, order number, order date, quantities, weights.
4. Partial or remaining deliveries must be designated as such.
5. We reserve the right to accept over- or under-deliveries.
6. The risk of loss, accidental destruction or damage shall be borne by the supplier until complete delivery to us or acceptance by us of the deliveries and services.
7. The contractor must confirm our acceptance of deliveries and services in writing.

E. Payment

1. Invoices must be submitted in duplicate and include our order number and order date.
2. A separate invoice must be issued for each order.
3. Payments must be made within 14 days with a 2% discount, within 30 days without deductions, by check or bank transfer, at our discretion, unless otherwise expressly agreed.
4. The term of payment starts with the complete, timely delivery, receipt of the credentials as well as the receipt and examination of the invoice.

F. Warranty

1. The contractor bears liability for the duration of one year for a faultless delivery or service under compliance with the statutory regulations, the recognised technical rules and the accident prevention regulations related to the agreements. The contractor also undertakes to replace objectionable deliveries or – at our option – to restore these to their contractual condition as soon as possible.
2. All costs for removal of defects, including expenses and risks of returned goods, shall be borne by the contractor.
3. The contractor shall release us from third party compensation claims at first request, insofar as he is responsible for the defect.
4. The duty of examination and notice of defects begins as soon as the delivery has been accepted at the receiving point and a delivery note has been duly provided.
5. If a complaint is made, the warranty period shall be extended by the time between notification of a defect and remedy of the same defect.

6. In urgent cases or default on the part of the contractor, we shall be entitled to have the defect remedied ourselves or by third parties, at the contractor's expense.

G. Confidentiality

1. All information, drawings, etc. which have been provided by us to the provider/contractor for the manufacture of the delivery object, may not be used for other purposes, duplicated or made available to third parties.
2. The contractor must regard the order and the work resulting from the order as a trade secret and treat this with confidentiality. He shall be liable for all damage resulting from any violation of these obligations.

H. Third party rights

The contractor ensures that the rights of third parties will not be infringed in the context of his delivery.

I. Place of performance and court of jurisdiction

1. Place of performance of deliveries and services is the designated address.
2. Place of performance for payments is Oberhausen.
3. Court of jurisdiction is Oberhausen.

J. Effectiveness of the contract

1. Should individual provisions of these general purchasing conditions be ineffective, the remaining provisions shall remain unaffected thereby.
2. In this case, the contractual parties shall reach a new agreement which approximates as closely as possible the commercial intent of the original provision.

K. Applicable law

The law of the Federal Republic of Germany shall apply exclusively over and above the abovementioned terms and conditions.